

House File 2279

H-8018

1 Amend the amendment, H-8008, to House File 2279, as follows:

2 1. Page 1, after line 3 by inserting

3 <DIVISION I

4 ECONOMIC DEVELOPMENT LEGISLATIVE FINDINGS>

5 2. Page 2, after line 3 by inserting

6 <DIVISION ____

7 PUBLIC EMPLOYEE COLLECTIVE BARGAINING

8 Sec. _____. Section 20.3, subsections 11 and 13, Code 2022,
9 are amended by striking the subsections.

10 Sec. _____. Section 20.6, subsection 1, Code 2022, is amended
11 to read as follows:

12 1. ~~Administer~~ Interpret, apply, and administer the
13 provisions of [this chapter](#).

14 Sec. _____. Section 20.6, subsections 6 and 7, Code 2022, are
15 amended by striking the subsections.

16 Sec. _____. Section 20.7, subsection 2, Code 2022, is amended
17 to read as follows:

18 2. Hire, ~~evaluate~~, promote, demote, transfer, assign, and
19 retain public employees in positions within the public agency.

20 Sec. _____. Section 20.8, subsection 5, Code 2022, is amended
21 by striking the subsection.

22 Sec. _____. Section 20.9, Code 2022, is amended by striking
23 the section and inserting in lieu thereof the following:

24 **20.9 Scope of negotiations.**

25 1. The public employer and the employee organization
26 shall meet at reasonable times, including meetings reasonably
27 in advance of the public employer's budget-making process,
28 to negotiate in good faith with respect to wages, hours,
29 vacations, insurance, holidays, leaves of absence, shift
30 differentials, overtime compensation, supplemental pay,
31 seniority, transfer procedures, job classifications, health and
32 safety matters, evaluation procedures, procedures for staff
33 reduction, in-service training, and other matters mutually
34 agreed upon. Negotiations shall also include terms authorizing
35 dues checkoff for members of the employee organization and

1 grievance procedures for resolving any questions arising under
2 the agreement, which shall be embodied in a written agreement
3 and signed by the parties. If an agreement provides for dues
4 checkoff, a member's dues may be checked off only upon the
5 member's written request and the member may terminate the dues
6 checkoff at any time by giving thirty days' written notice.
7 Such obligation to negotiate in good faith does not compel
8 either party to agree to a proposal or make a concession.

9 2. Nothing in this section shall diminish the authority
10 and power of the department of administrative services, board
11 of regents' merit system, Iowa public broadcasting board's
12 merit system, or any civil service commission established by
13 constitutional provision, statute, charter, or special act to
14 recruit employees, prepare, conduct and grade examinations,
15 rate candidates in order of their relative scores for
16 certification for appointment or promotion or for other matters
17 of classification, reclassification or appeal rights in the
18 classified service of the public employer served.

19 3. All retirement systems shall be excluded from the scope
20 of negotiations.

21 Sec. _____. Section 20.10, subsection 3, paragraph j, Code
22 2022, is amended by striking the paragraph.

23 Sec. _____. Section 20.12, subsection 5, Code 2022, is amended
24 to read as follows:

25 5. If an employee organization or any of its officers
26 is held to be in contempt of court for failure to comply
27 with an injunction pursuant to [this section](#), or is convicted
28 of violating [this section](#), the employee organization shall
29 be immediately decertified, shall cease to represent the
30 bargaining unit, shall cease to receive any dues by checkoff,
31 and may again be certified only after ~~twenty-four~~ twelve months
32 have elapsed from the effective date of decertification and
33 only if after a new petition for certification pursuant to
34 compliance with [section 20.14](#) is filed and a new certification
35 ~~election pursuant to [section 20.15](#)~~ is held. The penalties

1 provided in [this section](#) may be suspended or modified by the
2 court, but only upon request of the public employer and only
3 if the court determines the suspension or modification is in
4 the public interest.

5 Sec. _____. Section 20.15, Code 2022, is amended by striking
6 the section and inserting in lieu thereof the following:

7 **20.15 Elections.**

8 1. Upon the filing of a petition for certification of an
9 employee organization, the board shall submit a question to
10 the public employees at an election in the bargaining unit
11 found appropriate by the board. The question on the ballot
12 shall permit the public employees to vote for no bargaining
13 representation or for any employee organization which has
14 petitioned for certification or which has presented proof
15 satisfactory to the board of support of ten percent or more of
16 the public employees in the appropriate unit.

17 2. If a majority of the votes cast on the question is
18 for no bargaining representation, the public employees in
19 the bargaining unit found appropriate by the board shall not
20 be represented by an employee organization. If a majority
21 of the votes cast on the question is for a listed employee
22 organization, then that employee organization shall represent
23 the public employees in the bargaining unit found appropriate
24 by the board.

25 3. If none of the choices on the ballot receive the vote
26 of a majority of the public employees voting, the board shall
27 conduct a runoff election among the two choices receiving the
28 greatest number of votes.

29 4. Upon written objections filed by any party to the
30 election within ten days after notice of the results of
31 the election, if the board finds that misconduct or other
32 circumstances prevented the public employees eligible to
33 vote from freely expressing their preferences, the board may
34 invalidate the election and hold a second election for the
35 public employees.

1 5. Upon completion of a valid election in which the majority
2 choice of the employees voting is determined, the board shall
3 certify the results of the election and shall give reasonable
4 notice of the order to all employee organizations listed on the
5 ballot, the public employers, and the public employees in the
6 appropriate bargaining unit.

7 6. *a.* A petition for certification as exclusive bargaining
8 representative of a bargaining unit shall not be considered
9 by the board for a period of one year from the date of the
10 noncertification of an employee organization as the exclusive
11 bargaining representative of that bargaining unit following a
12 certification election. A petition for certification as the
13 exclusive bargaining representative of a bargaining unit shall
14 also not be considered by the board if the bargaining unit is
15 at that time represented by a certified exclusive bargaining
16 representative.

17 *b.* A petition for the decertification of the exclusive
18 bargaining representative of a bargaining unit shall not be
19 considered by the board for a period of one year from the date
20 of its certification, or within one year of its continued
21 certification following a decertification election, or during
22 the duration of a collective bargaining agreement which, for
23 purposes of this section, shall be deemed not to exceed two
24 years. However, if a petition for decertification is filed
25 during the duration of a collective bargaining agreement, the
26 board shall award an election under this section not more than
27 one hundred eighty days and not less than one hundred fifty
28 days prior to the expiration of the collective bargaining
29 agreement. If an employee organization is decertified, the
30 board may receive petitions under section 20.14, provided that
31 no such petition and no election conducted pursuant to such
32 petition within one year from decertification shall include as
33 a party the decertified employee organization.

34 *c.* A collective bargaining agreement with the state, its
35 boards, commissions, departments, and agencies shall be for two

1 years. The provisions of a collective bargaining agreement or
2 arbitrator's award affecting state employees shall not provide
3 for renegotiations which would require the refinancing of
4 salary and fringe benefits for the second year of the term of
5 the agreement, except as provided in section 20.17, subsection
6 6. The effective date of any such agreement shall be July 1 of
7 odd-numbered years, provided that if an exclusive bargaining
8 representative is certified on a date which will prevent the
9 negotiation of a collective bargaining agreement prior to
10 July 1 of odd-numbered years for a period of two years, the
11 certified collective bargaining representative may negotiate
12 a one-year contract with the public employer which shall be
13 effective from July 1 of the even-numbered year to July 1
14 of the succeeding odd-numbered year when new contracts shall
15 become effective.

16 Sec. _____. Section 20.17, subsection 8, Code 2022, is amended
17 by striking the subsection and inserting in lieu thereof the
18 following:

19 8. The salaries of all public employees of the state under
20 a merit system and all other fringe benefits which are granted
21 to all public employees of the state shall be negotiated with
22 the governor or the governor's designee on a statewide basis,
23 except those benefits which are not subject to negotiations
24 pursuant to the provisions of section 20.9.

25 Sec. _____. Section 20.17, Code 2022, is amended by adding the
26 following new subsection:

27 NEW SUBSECTION. 8A. A public employee or any employee
28 organization shall not negotiate or attempt to negotiate
29 directly with a member of the governing board of a public
30 employer if the public employer has appointed or authorized
31 a bargaining representative for the purpose of bargaining
32 with the public employees or their representative, unless the
33 member of the governing board is the designated bargaining
34 representative of the public employer.

35 Sec. _____. Section 20.22, subsections 2, 3, 7, 9, and 10,

1 Code 2022, are amended to read as follows:

2 2. Each party shall serve its final offer on each of
3 the impasse items upon the other party within four days of
4 the board's receipt of the request for arbitration, ~~or by a~~
5 ~~deadline otherwise agreed upon by the parties~~. The parties may
6 continue to negotiate all offers until an agreement is reached
7 or an award is rendered by the arbitrator. The full costs of
8 arbitration under [this section](#) shall be shared equally by the
9 parties to the dispute.

10 3. The submission of the impasse items to the arbitrator
11 shall be limited to those items upon which the parties have
12 not reached agreement. With respect to each such item, the
13 arbitrator's award shall be restricted to the final offers on
14 each impasse item submitted by the parties to the arbitrator,
15 ~~except as provided in [subsection 10](#), paragraph "b"~~.

16 7. ~~For an arbitration involving a bargaining unit that~~
17 ~~has at least thirty percent of members who are public safety~~
18 ~~employees, the The arbitrator shall consider and specifically~~
19 ~~address in the arbitrator's determination, in addition to any~~
20 other relevant factors, the following factors:

21 a. Past collective bargaining contracts between the parties
22 including the bargaining that led up to such contracts.

23 b. Comparison of wages, hours, and conditions of employment
24 of the involved public employees with those of other public
25 employees doing comparable work, giving consideration to
26 factors peculiar to the area and the classifications involved.

27 c. The interests and welfare of the public, the ability of
28 the public employer to finance economic adjustments, and the
29 effect of such adjustments on the normal standard of services.

30 d. The power of the public employer to levy taxes and
31 appropriate funds for the conduct of its operations.

32 9. ~~a.~~ The arbitrator may administer oaths, examine
33 witnesses and documents, take testimony and receive evidence,
34 and issue subpoenas to compel the attendance of witnesses and
35 the production of records. The arbitrator may petition the

1 district court at the seat of government or of the county
2 in which the hearing is held to enforce the order of the
3 arbitrator compelling the attendance of witnesses and the
4 production of records.

5 ~~b. Except as required for purposes of the consideration of
6 the factors specified in subsection 7, paragraphs "a" through
7 "c", and subsection 8, paragraph "a", subparagraphs (1) through
8 (3), the parties shall not introduce, and the arbitrator
9 shall not accept or consider, any direct or indirect evidence
10 regarding any subject excluded from negotiations pursuant to
11 section 20.9.~~

12 10. ~~a.~~ The arbitrator shall select within fifteen
13 days after the hearing the most reasonable offer, in the
14 arbitrator's judgment, of the final offers on each impasse item
15 submitted by the parties.

16 ~~b. (1) However, for an arbitration involving a bargaining
17 unit that does not have at least thirty percent of members who
18 are public safety employees, with respect to any increase in
19 base wages, the arbitrator's award shall not exceed the lesser
20 of the following percentages in any one-year period in the
21 duration of the bargaining agreement:~~

22 ~~(a) Three percent.~~

23 ~~(b) A percentage equal to the increase in the consumer
24 price index for all urban consumers for the midwest region,
25 if any, as determined by the United States department of
26 labor, bureau of labor statistics, or a successor index. Such
27 percentage shall be the change in the consumer price index
28 for the twelve-month period beginning eighteen months prior
29 to the month in which the impasse item regarding base wages
30 was submitted to the arbitrator and ending six months prior to
31 the month in which the impasse item regarding base wages was
32 submitted to the arbitrator.~~

33 ~~(2) To assist the parties in the preparation of their final
34 offers on an impasse item regarding base wages, the board
35 shall provide information to the parties regarding the change~~

1 ~~in the consumer price index for all urban consumers for the~~
2 ~~midwest region for any twelve-month period. The department of~~
3 ~~workforce development shall assist the board in preparing such~~
4 ~~information upon request.~~

5 Sec. _____. Section 20.22, subsection 8, Code 2022, is amended
6 by striking the subsection.

7 Sec. _____. Section 20.26, subsection 4, Code 2022, is amended
8 to read as follows:

9 4. Nothing in **this section** shall be construed to prohibit
10 voluntary contributions by individuals to political parties
11 or candidates, ~~provided that such contributions are not made~~
12 ~~through payroll deductions.~~

13 Sec. _____. Section 20.29, Code 2022, is amended to read as
14 follows:

15 **20.29 Filing agreement — public access — ~~internet site.~~**

16 ~~1. Collective bargaining agreements shall be in writing and~~
17 ~~shall be signed by the parties.~~

18 ~~2. A copy of a collective bargaining agreement entered into~~
19 ~~between a public employer and a certified employee organization~~
20 ~~and made final under **this chapter** shall be filed with the board~~
21 ~~by the public employer within ten days of the date on which the~~
22 ~~agreement is entered into.~~

23 ~~3. Copies of collective bargaining agreements entered~~
24 ~~into between the state and the state employees' bargaining~~
25 ~~representatives and made final under **this chapter** shall be~~
26 ~~filed with the secretary of state and be made available to the~~
27 ~~public at cost.~~

28 ~~4. The board shall maintain an internet site that allows~~
29 ~~searchable access to a database of collective bargaining~~
30 ~~agreements and other collective bargaining information.~~

31 Sec. _____. Section 20.30, Code 2022, is amended by striking
32 the section and inserting in lieu thereof the following:

33 **20.30 Supervisory member — no reduction before retirement.**

34 1. A supervisory member of any department or agency
35 employed by the state of Iowa shall not be granted a voluntary

1 reduction to a nonsupervisory rank or grade during the six
2 months preceding retirement of the member. A member of any
3 department or agency employed by the state of Iowa who retires
4 in less than six months after voluntarily requesting and
5 receiving a reduction in rank or grade from a supervisory to a
6 nonsupervisory position shall be ineligible for a benefit to
7 which the member is entitled as a nonsupervisory member but is
8 not entitled as a supervisory member.

9 2. The provisions of this section shall be effective during
10 the collective bargaining agreement in effect from July 1,
11 1979, to June 30, 1981.

12 Sec. _____. Section 20.31, subsection 2, unnumbered paragraph
13 1, Code 2022, is amended to read as follows:

14 A mediator shall not be required to testify in any judicial,
15 administrative, ~~arbitration,~~ or grievance proceeding regarding
16 any matters occurring in the course of a mediation, including
17 any verbal or written communication or behavior, other than
18 facts relating exclusively to the timing or scheduling of
19 mediation. A mediator shall not be required to produce or
20 disclose any documents, including notes, memoranda, or other
21 work product, relating to mediation, other than documents
22 relating exclusively to the timing or scheduling of mediation.
23 This subsection shall not apply in any of the following
24 circumstances:

25 Sec. _____. Section 22.7, subsection 69, Code 2022, is amended
26 to read as follows:

27 69. The evidence of public employee support for
28 the certification, ~~retention and recertification,~~ or
29 decertification of an employee organization as defined in
30 section 20.3 that is submitted to the public employment
31 relations board as provided in [section 20.14](#) or [20.15](#).

32 Sec. _____. Section 22.7, subsection 70, Code 2022, is amended
33 by striking the subsection.

34 Sec. _____. Section 70A.17A, Code 2022, is amended by adding
35 the following new subsection:

1 NEW SUBSECTION. 3. This section shall not affect a payroll
2 deduction elected by a state employee pursuant to section
3 70A.19.

4 Sec. _____. Section 70A.19, Code 2022, is amended by striking
5 the section and inserting in lieu thereof the following:

6 **70A.19 Duration of state payroll deduction for dues of**
7 **employee organization member.**

8 A state employee who elects a payroll deduction for
9 membership dues to an employee organization pursuant to the
10 provisions of a collective bargaining agreement negotiated
11 under the provisions of chapter 20 shall maintain the deduction
12 for a period of one year or until the expiration of the
13 collective bargaining agreement, whichever occurs first. A
14 state employee who transfers employment to a position covered
15 by a different collective bargaining agreement or who becomes
16 a management employee is not subject to this requirement.
17 With respect to state employees, this section supersedes the
18 provisions of section 20.9 allowing termination of a dues
19 checkoff at any time but does not supersede the requirement for
20 thirty days' written notice of termination.

21 Sec. _____. Section 412.2, subsection 1, Code 2022, is amended
22 to read as follows:

23 1. From the proceeds of the assessments on the wages
24 and salaries of employees, of any such waterworks system,
25 or other municipally owned and operated public utility,
26 eligible to receive the benefits thereof. Notwithstanding
27 any provisions of section 20.9 to the contrary, a council,
28 board of waterworks, or other board or commission which
29 establishes a pension and annuity retirement system pursuant to
30 this chapter, shall negotiate in good faith with a certified
31 employee organization as defined in section 20.3, which is the
32 collective bargaining representative of the employees, with
33 respect to the amount or rate of the assessment on the wages
34 and salaries of employees and the method or methods for payment
35 of the assessment by the employees.

1 Sec. _____. Section 602.1401, subsection 3, paragraph b, Code
2 2022, is amended to read as follows:

3 *b.* For purposes of [chapter 20](#), the certified representative,
4 which on July 1, 1983, represents employees who become judicial
5 branch employees as a result of [1983 Iowa Acts, ch. 186](#), shall
6 remain the certified representative when the employees become
7 judicial branch employees and thereafter, unless the public
8 employee organization is ~~not retained and recertified or is~~
9 decertified in an election held under [section 20.15](#) or amended
10 or absorbed into another certified organization pursuant to
11 [chapter 20](#). Collective bargaining negotiations shall be
12 conducted on a statewide basis and the certified employee
13 organizations which engage in bargaining shall negotiate on a
14 statewide basis, although bargaining units shall be organized
15 by judicial district. The public employment relations board
16 shall adopt rules pursuant to [chapter 17A](#) to implement this
17 subsection.

18 Sec. _____. REPEAL. Sections 20.32 and 20.33, Code 2022, are
19 repealed.

20 Sec. _____. TRANSITION PROCEDURES — DEADLINE — EMERGENCY
21 RULES.

22 1. As of the effective date of this division of this Act,
23 parties, mediators, and arbitrators engaging in any collective
24 bargaining procedures provided for in [chapter 20](#), Code 2022,
25 who have not, before the effective date of this division
26 of this Act, completed such procedures, shall immediately
27 terminate any such procedures in process. A collective
28 bargaining agreement negotiated pursuant to such procedures in
29 process shall not become effective. Parties, mediators, and
30 arbitrators shall not engage in further collective bargaining
31 procedures except as provided in this section. Such parties
32 shall commence collective bargaining in accordance with [section](#)
33 [20.17](#), as amended in this division of this Act. Such parties
34 shall complete such bargaining not later than June 30, 2022,
35 unless the parties mutually agree to a different deadline.

1 2. The public employment relations board shall adopt
2 emergency rules under section 17A.4, subsection 3, and section
3 17A.5, subsection 2, paragraph "b", to provide for procedures
4 as deemed necessary to implement the provisions of this section
5 and the rules shall be effective immediately upon filing
6 unless a later date is specified in the rules. Such rules
7 shall include but are not limited to alternative deadlines for
8 completion of the procedures provided in sections 20.17 and
9 20.22, as amended by this division of this Act, and sections
10 20.19 and 20.20, which deadlines may be waived by mutual
11 agreement of the parties.

12 3. The department of administrative services shall adopt
13 emergency rules under section 17A.4, subsection 3, and
14 section 17A.5, subsection 2, paragraph "b", to provide for the
15 implementation of section 70A.19, as amended by this division
16 of this Act, and the rules shall be effective immediately upon
17 filing unless a later date is specified in the rules.

18 Sec. _____. ELECTIONS — DIRECTIVES TO PUBLIC EMPLOYMENT
19 RELATIONS BOARD.

20 1. The public employment relations board shall cancel any
21 elections scheduled or in process pursuant to section 20.15,
22 subsection 2, Code 2022, as of the effective date of this Act.

23 2. Notwithstanding section 20.15, subsection 1, paragraph
24 "c", Code 2022, the public employment relations board
25 shall consider a petition for certification of an employee
26 organization as the exclusive representative of a bargaining
27 unit for which an employee organization was not retained and
28 recertified as the exclusive representative of that bargaining
29 unit regardless of the amount of time that has elapsed since
30 the retention and recertification election at which an employee
31 organization was not retained or recertified.

32 Sec. _____. EFFECTIVE DATE. This division of this Act, being
33 deemed of immediate importance, takes effect upon enactment.

34 Sec. _____. APPLICABILITY. With the exception of the
35 section of this division of this Act amending section 20.6,

1 subsection 1, this division of this Act does not apply to
2 collective bargaining agreements which have been ratified in a
3 ratification election referred to in section 20.17, subsection
4 4, for which an arbitrator has made a final determination as
5 described in section 20.22, subsection 11, or which have become
6 effective, where such events occurred before the effective
7 date of this division of this Act. This division of this Act
8 applies to all collective bargaining procedures provided for in
9 chapter 20 occurring on and after the effective date of this
10 division of this Act and collective bargaining agreements for
11 which a ratification election referred to in section 20.17,
12 subsection 4, is held, for which an arbitrator makes a final
13 determination as described in section 20.22, subsection 11, or
14 which become effective on or after the effective date of this
15 division of this Act.

16 DIVISION ____

17 EDUCATOR EMPLOYMENT MATTERS

18 Sec. ____ . Section 279.13, subsections 2 and 5, Code 2022,
19 are amended to read as follows:

20 2. The contract shall remain in force and effect for the
21 period stated in the contract and shall be automatically
22 continued for equivalent periods except as modified or
23 terminated by mutual agreement of the board of directors and
24 the teacher or as ~~modified or~~ terminated in accordance with
25 the provisions specified in [this chapter](#). A contract shall
26 not be offered by the employing board to a teacher under its
27 jurisdiction prior to March 15 of any year. A teacher who has
28 not accepted a contract for the ensuing school year tendered
29 by the employing board may resign effective at the end of the
30 current school year by filing a written resignation with the
31 secretary of the board. The resignation must be filed not
32 later than the last day of the current school year or the date
33 specified by the employing board for return of the contract,
34 whichever date occurs first. However, a teacher shall not be
35 required to return a contract to the board or to resign less

1 than twenty-one days after the contract has been offered.

2 5. Notwithstanding the other provisions of [this section](#), a
3 temporary contract may be issued to a teacher ~~for a period of~~
4 ~~up to six months. Notwithstanding the other provisions of this~~
5 ~~section, a temporary contract may also be issued to a teacher~~
6 to fill a vacancy created by a leave of absence in accordance
7 with the provisions of [section 29A.28](#), which contract shall
8 automatically terminate upon return from military leave of the
9 former incumbent of the teaching position. ~~Temporary contracts~~
10 and which contract shall not be subject to the provisions of
11 sections 279.15 through 279.19, or [section 279.27](#). A separate
12 extracurricular contract issued pursuant to [section 279.19A](#) to
13 a person issued a temporary contract under [this section](#) shall
14 automatically terminate with the termination of the temporary
15 contract as required under [section 279.19A, subsection 8](#).

16 Sec. _____. Section 279.13, subsection 4, unnumbered
17 paragraph 1, Code 2022, is amended to read as follows:

18 For purposes of [this section](#), [sections 279.14, 279.15,](#)
19 ~~[279.16](#)~~ [through 279.17, 279.19, and 279.27](#), unless the context
20 otherwise requires, "*teacher*" includes the following individuals
21 employed by a community college:

22 Sec. _____. Section 279.14, Code 2022, is amended to read as
23 follows:

24 **279.14 Evaluation criteria and procedures.**

25 1. The board shall establish evaluation criteria and shall
26 implement evaluation procedures. If an exclusive bargaining
27 representative has been certified, the board shall negotiate
28 in good faith with respect to evaluation procedures pursuant
29 to chapter 20.

30 2. The determination of standards of performance expected
31 of school district personnel shall be reserved as an exclusive
32 management right of the school board and shall not be subject
33 to mandatory negotiations under [chapter 20](#). ~~Objections~~
34 Notwithstanding chapter 20, objections to the procedures,
35 use, or content of an evaluation in a teacher termination

1 proceeding brought before the school board in a hearing held in
2 accordance with [section 279.16](#) or [279.27](#) shall not be subject
3 to ~~any~~ the grievance procedures negotiated in accordance with
4 chapter 20. A school district shall not be obligated to
5 process any evaluation grievance after service of a notice and
6 recommendation to terminate an individual's continuing teaching
7 contract in accordance with this chapter.

8 Sec. _____. Section 279.15, subsection 2, paragraph c, Code
9 2022, is amended to read as follows:

10 c. Within five days of the receipt of the written notice
11 that the superintendent is recommending termination of the
12 contract, the teacher may request, in writing to the secretary
13 of the board, a private hearing with the board. The private
14 hearing shall not be subject to [chapter 21](#) and shall be held
15 no sooner than ~~twenty ten~~ ten days and no later than ~~forty twenty~~
16 twenty days following the receipt of the request unless the parties
17 otherwise agree. The secretary of the board shall notify the
18 teacher in writing of the date, time, and location of the
19 private hearing, and at least ~~ten~~ five days before the hearing
20 shall also furnish to the teacher any documentation which
21 may be presented to the board at the private hearing and a
22 list of persons who may address the board in support of the
23 superintendent's recommendation at the private hearing. At
24 least ~~seven~~ three days before the hearing, the teacher shall
25 provide any documentation the teacher expects to present at
26 the private hearing, along with the names of any persons who
27 may address the board on behalf of the teacher. This exchange
28 of information shall be at the time specified unless otherwise
29 agreed.

30 Sec. _____. Section 279.16, Code 2022, is amended by striking
31 the section and inserting in lieu thereof the following:

32 **279.16 Private hearing — decision — record.**

33 1. The participants at the private hearing shall be
34 at least a majority of the members of the board, their
35 legal representatives, if any, the superintendent, the

1 superintendent's designated representatives, if any, the
2 teacher's immediate supervisor, the teacher, the teacher's
3 representatives, if any, and the witnesses for the parties.
4 The evidence at the private hearing shall be limited to the
5 specific reasons stated in the superintendent's notice of
6 recommendation of termination. No participant in the hearing
7 shall be liable for any damages to any person if any statement
8 at the hearing is determined to be erroneous as long as the
9 statement was made in good faith. The superintendent shall
10 present evidence and argument on all issues involved and
11 the teacher may cross-examine, respond and present evidence
12 and argument in the teacher's behalf relevant to all issues
13 involved. Evidence may be by stipulation of the parties and
14 informal settlement may be made by stipulation, consent, or
15 default or by any other method agreed upon by the parties in
16 writing. The board shall employ a certified shorthand reporter
17 to keep a record of the private hearing. The proceedings
18 or any part thereof shall be transcribed at the request of
19 either party with the expense of transcription charged to the
20 requesting party.

21 2. The presiding officer of the board may administer oaths
22 in the same manner and with like effect and under the same
23 penalties as in the case of magistrates exercising criminal
24 or civil jurisdiction. The board shall cause subpoenas to be
25 issued for such witnesses and the production of such books
26 and papers as either the board or the teacher may designate.
27 The subpoenas shall be signed by the presiding officer of the
28 board.

29 3. In case a witness is duly subpoenaed and refuses to
30 attend, or in case a witness appears and refuses to testify
31 or to produce required books or papers, the board shall,
32 in writing, report such refusal to the district court of
33 the county in which the administrative office of the school
34 district is located, and the court shall proceed with the
35 person or witness as though the refusal had occurred in a

1 proceeding legally pending before the court.

2 4. The board shall not be bound by common law or statutory
3 rules of evidence or by technical or formal rules of procedure,
4 but it shall hold the hearing in such manner as is best suited
5 to ascertain and conserve the substantial rights of the
6 parties. Process and procedure under sections 279.13 through
7 279.19 shall be as summary as reasonably may be.

8 5. At the conclusion of the private hearing, the
9 superintendent and the teacher may file written briefs and
10 arguments with the board within three days or such other time
11 as may be agreed upon.

12 6. If the teacher fails to timely request a private hearing
13 or does not appear at the private hearing, the board may
14 proceed and make a determination upon the superintendent's
15 recommendation. If the teacher fails to timely file a request
16 for a private hearing, the determination shall be not later
17 than May 31. If the teacher fails to appear at the private
18 hearing, the determination shall be not later than five days
19 after the scheduled date for the private hearing. The board
20 shall convene in open session and by roll call vote determine
21 the termination or continuance of the teacher's contract
22 and, if the board votes to continue the teacher's contract,
23 whether to suspend the teacher with or without pay for a period
24 specified by the board.

25 7. Within five days after the private hearing, the board
26 shall, in executive session, meet to make a final decision
27 upon the recommendation and the evidence as herein provided.
28 The board shall also consider any written brief and arguments
29 submitted by the superintendent and the teacher.

30 8. The record for a private hearing shall include:

31 a. All pleadings, motions and intermediate rulings.

32 b. All evidence received or considered and all other
33 submissions.

34 c. A statement of all matters officially noticed.

35 d. All questions and offers of proof, objections and rulings

1 thereon.

2 e. All findings and exceptions.

3 f. Any decision, opinion, or conclusion by the board.

4 g. Findings of fact shall be based solely on the evidence in
5 the record and on matters officially noticed in the record.

6 9. The decision of the board shall be in writing and shall
7 include findings of fact and conclusions of law, separately
8 stated. Findings of fact, if set forth in statutory language,
9 shall be accompanied by a concise and explicit statement of
10 the underlying facts supporting the findings. Each conclusion
11 of law shall be supported by cited authority or by reasoned
12 opinion.

13 10. When the board has reached a decision, opinion, or
14 conclusion, it shall convene in open meeting and by roll
15 call vote determine the continuance or discontinuance of the
16 teacher's contract and, if the board votes to continue the
17 teacher's contract, whether to suspend the teacher with or
18 without pay for a period specified by the board. The record
19 of the private conference and findings of fact and exceptions
20 shall be exempt from the provisions of [chapter 22](#). The
21 secretary of the board shall immediately mail notice of the
22 board's action to the teacher.

23 Sec. ____ . NEW SECTION. **279.17 Appeal by teacher to**
24 **adjudicator.**

25 1. If the teacher is no longer a probationary teacher, the
26 teacher may, within ten days, appeal the determination of the
27 board to an adjudicator by filing a notice of appeal with the
28 secretary of the board. The notice of appeal shall contain a
29 concise statement of the action which is the subject of the
30 appeal, the particular board action appealed from, the grounds
31 on which relief is sought and the relief sought.

32 2. Within five days following receipt by the secretary
33 of the notice of appeal, the board or the board's legal
34 representative, if any, and the teacher or the teacher's
35 representative, if any, may select an adjudicator who resides

1 within the boundaries of the merged area in which the school
2 district is located. If an adjudicator cannot be mutually
3 agreed upon within the five-day period, the secretary shall
4 notify the chairperson of the public employment relations board
5 by transmitting the notice of appeal, and the chairperson of
6 the public employment relations board shall within five days
7 provide a list of five adjudicators to the parties. Within
8 three days from receipt of the list of adjudicators, the
9 parties shall select an adjudicator by alternately removing a
10 name from the list until only one name remains. The person
11 whose name remains shall be the adjudicator. The parties shall
12 determine by lot which party shall remove the first name from
13 the list submitted by the chairperson of the public employment
14 relations board. The secretary of the board shall inform the
15 chairperson of the public employment relations board of the
16 name of the adjudicator selected.

17 3. If the teacher does not timely request an appeal to an
18 adjudicator, the decision, opinion, or conclusion of the board
19 shall become final and binding.

20 4. *a.* Within thirty days after filing the notice of appeal,
21 or within further time allowed by the adjudicator, the board
22 shall transmit to the adjudicator the original or a certified
23 copy of the entire record of the private hearing which may be
24 the subject of the petition. By stipulation of the parties
25 to review the proceedings, the record of the case may be
26 shortened. The adjudicator may require or permit subsequent
27 corrections or additions to the shortened record.

28 *b.* The record certified and filed by the board shall be the
29 record upon which the appeal shall be heard and no additional
30 evidence shall be heard by the adjudicator. In such appeal to
31 the adjudicator, especially when considering the credibility
32 of witnesses, the adjudicator shall give weight to the fact
33 findings of the board but shall not be bound by them.

34 5. Before the date set for hearing a petition for review
35 of board action, which shall be within ten days after

1 receipt of the record unless otherwise agreed or unless the
2 adjudicator orders additional evidence be taken before the
3 board, application may be made to the adjudicator for leave to
4 present evidence in addition to that found in the record of the
5 case. If it is shown to the adjudicator that the additional
6 evidence is material and that there were good reasons for
7 failure to present it in the private hearing before the board,
8 the adjudicator may order that the additional evidence be taken
9 before the board upon conditions determined by the adjudicator.
10 The board may modify its findings and decision in the case by
11 reason of the additional evidence and shall file that evidence
12 and any modifications, new findings, or decisions, with the
13 adjudicator and mail copies of the new findings or decisions
14 to the teacher.

15 6. The adjudicator may affirm board action or remand to the
16 board for further proceedings. The adjudicator shall reverse,
17 modify, or grant any appropriate relief from the board action
18 if substantial rights of the teacher have been prejudiced
19 because the board action is any of the following:

20 a. In violation of a board rule or policy or contract.

21 b. Unsupported by a preponderance of the competent evidence
22 in the record made before the board when that record is viewed
23 as a whole.

24 c. Unreasonable, arbitrary or capricious or characterized
25 by an abuse of discretion or a clearly unwarranted exercise of
26 discretion.

27 7. The adjudicator shall, within fifteen days after the
28 hearing, make a decision and shall give a copy of the decision
29 to the teacher and the secretary of the board. The decision
30 of the adjudicator shall become the final and binding decision
31 of the board unless either party within ten days notifies the
32 secretary of the board that the decision is rejected. The
33 board may reject the decision by majority roll call vote, in
34 open meeting, entered into the minutes of the meeting. The
35 board shall immediately notify the teacher of its decision

1 by certified mail. The teacher may reject the adjudicator's
2 decision by notifying the board's secretary in writing within
3 ten days of the filing of such decision.

4 8. All costs of the adjudicator shall be shared equally by
5 the teacher and the board.

6 Sec. _____. Section 279.18, Code 2022, is amended by striking
7 the section and inserting in lieu thereof the following:

8 **279.18 Appeal by either party to court.**

9 1. If either party rejects the adjudicator's decision,
10 the rejecting party shall, within thirty days of the initial
11 filing of such decision, appeal to the district court of
12 the county in which the administrative office of the school
13 district is located. The notice of appeal shall be immediately
14 mailed by certified mail to the other party. The adjudicator
15 shall transmit to the reviewing court the original or a
16 certified copy of the entire record which may be the subject
17 of the petition. By stipulation of all parties to the review
18 proceedings, the record of such a case may be shortened. A
19 party unreasonably refusing to stipulate to limit the record
20 may be taxed by the court for the additional cost. The court
21 may require or permit subsequent corrections or additions to
22 the shortened record.

23 2. In proceedings for judicial review of the adjudicator's
24 decision, the court shall not hear any further evidence
25 but shall hear the case upon the certified record. In such
26 judicial review, especially when considering the credibility of
27 witnesses, the court shall give weight to the fact findings of
28 the board but shall not be bound by them. The court may affirm
29 the adjudicator's decision or remand to the adjudicator or the
30 board for further proceedings upon conditions determined by the
31 court. The court shall reverse, modify, or grant any other
32 appropriate relief from the board decision or the adjudicator's
33 decision equitable or legal and including declaratory relief
34 if substantial rights of the petitioner have been prejudiced
35 because the action is any of the following:

- 1 *a.* In violation of constitutional or statutory provisions.
- 2 *b.* In excess of the statutory authority of the board or the
3 adjudicator.
- 4 *c.* In violation of a board rule or policy or contract.
- 5 *d.* Made upon unlawful procedure.
- 6 *e.* Affected by other error of law.
- 7 *f.* Unsupported by a preponderance of the competent evidence
8 in the record made before the board and the adjudicator when
9 that record is viewed as a whole.
- 10 *g.* Unreasonable, arbitrary or capricious or characterized
11 by an abuse of discretion or a clearly unwarranted exercise of
12 discretion.

13 3. An aggrieved or adversely affected party to the judicial
14 review proceeding may obtain a review of any final judgment of
15 the district court by appeal to the supreme court. The appeal
16 shall be taken as in other civil cases, although the appeal may
17 be taken regardless of the amount involved.

18 4. For purposes of this section, unless the context
19 otherwise requires, "*rejecting party*" shall include but not be
20 limited to an instructor employed by a community college.

21 Sec. ____ . Section 279.19, Code 2022, is amended by striking
22 the section and inserting in lieu thereof the following:

23 **279.19 Probationary period.**

24 1. The first three consecutive years of employment of
25 a teacher in the same school district are a probationary
26 period. However, if the teacher has successfully completed a
27 probationary period of employment for another school district
28 located in Iowa, the probationary period in the current
29 district of employment shall not exceed one year. A board of
30 directors may waive the probationary period for any teacher who
31 previously has served a probationary period in another school
32 district and the board may extend the probationary period for
33 an additional year with the consent of the teacher.

34 2. *a.* In the case of the termination of a probationary
35 teacher's contract, the provisions of sections 279.15 and

1 279.16 shall apply. However, if the probationary teacher is a
2 beginning teacher who fails to demonstrate competence in the
3 Iowa teaching standards in accordance with chapter 284, the
4 provisions of sections 279.17 and 279.18 shall also apply.

5 *b.* The board's decision shall be final and binding unless
6 the termination was based upon an alleged violation of a
7 constitutionally guaranteed right of the teacher or an alleged
8 violation of public employee rights of the teacher under
9 section 20.10.

10 3. Notwithstanding any provision to the contrary, the
11 grievance procedures of section 20.18 relating to job
12 performance or job retention shall not apply to a teacher
13 during the first two years of the teacher's probationary
14 period. However, this subsection shall not apply to a teacher
15 who has successfully completed a probationary period in a
16 school district in Iowa.

17 Sec. _____. Section 279.19A, subsections 1, 2, 7, and 8, Code
18 2022, are amended to read as follows:

19 1. School districts employing individuals to coach
20 interscholastic athletic sports shall issue a separate
21 extracurricular contract for each of these sports. An
22 extracurricular contract offered under [this section](#) shall be
23 separate from the contract issued under [section 279.13](#). Wages
24 for employees who coach these sports shall be paid pursuant
25 to established or negotiated supplemental pay schedules.

26 An extracurricular contract shall be in writing, and shall
27 state the number of contract days for that sport, the annual
28 compensation to be paid, and any other matters as may be
29 mutually agreed upon. The contract shall be for a single
30 school year.

31 2. *a.* An extracurricular contract shall be continued
32 automatically in force and effect for equivalent periods,
33 except as modified or terminated by mutual agreement of
34 the board of directors and the employee, or terminated in
35 accordance with this section. An extracurricular contract

1 shall initially be offered by the employing board to an
2 individual on the same date that contracts are offered to
3 teachers under section 279.13. An extracurricular contract
4 may be terminated at the end of a school year pursuant to
5 sections 279.15 through 279.19. If the school district offers
6 an extracurricular contract for a sport for the subsequent
7 school year to an employee who is currently performing
8 under an extracurricular contract for that sport, and the
9 employee does not wish to accept the extracurricular contract
10 for the subsequent year, the employee may resign from the
11 extracurricular contract within twenty-one days after it has
12 been received.

13 ~~b. If the provisions of an extracurricular contract executed~~
14 ~~under this section conflict with a collective bargaining~~
15 ~~agreement negotiated under chapter 20 and effective when the~~
16 ~~extracurricular contract is executed or renewed, the provisions~~
17 ~~of the collective bargaining agreement shall prevail Section~~
18 ~~279.13, subsection 3, applies to this section.~~

19 7. An extracurricular contract may be terminated prior to
20 the expiration of that contract ~~for any lawful reason following~~
21 ~~an informal, private hearing before the board of directors~~
22 ~~pursuant to section 279.27. The decision of the board to~~
23 ~~terminate an extracurricular contract shall be final.~~

24 8. a. A termination proceeding regarding an extracurricular
25 contract ~~shall either by the board pursuant to subsection 2 or~~
26 ~~pursuant to section 279.27 does not affect a contract issued~~
27 ~~pursuant to section 279.13.~~

28 b. A termination of a contract entered into pursuant to
29 section 279.13, or a resignation from that contract by the
30 teacher, constitutes an automatic termination or resignation of
31 the extracurricular contract in effect between the same teacher
32 and the employing school board.

33 Sec. _____. Section 279.23, subsection 1, paragraph c, Code
34 2022, is amended to read as follows:

35 c. The rate of compensation per week of five consecutive

1 days or month of four consecutive weeks.

2 Sec. _____. Section 279.23, subsection 5, Code 2022, is
3 amended to read as follows:

4 5. Notwithstanding the other provisions of this section,
5 a temporary contract may be issued to an administrator ~~for~~
6 ~~up to nine months. Notwithstanding the other provisions of~~
7 ~~this section~~, a temporary contract may also be issued to
8 an administrator to fill a vacancy created by a leave of
9 absence in accordance with the provisions of section 29A.28,
10 which contract shall automatically terminate upon return from
11 military leave of the former incumbent of the administrator
12 position. ~~Temporary contracts and which contract~~ shall not be
13 subject to the provisions of sections 279.24 and 279.25.

14 Sec. _____. Section 279.24, subsections 2 and 4, Code 2022,
15 are amended to read as follows:

16 2. If the board of directors is considering termination of
17 an administrator's contract, prior to any formal action, the
18 board may arrange to meet in closed session, in accordance with
19 the provisions of section 21.5, with the administrator and the
20 administrator's representative. The board shall review the
21 administrator's evaluation, review the reasons for nonrenewal,
22 and give the administrator an opportunity to respond. If,
23 following the closed session, the board of directors and the
24 administrator are unable to mutually agree to a modification
25 or termination of the administrator's contract, or the board
26 of directors may issue and the administrator are unable to
27 mutually agree to enter into a one-year, nonrenewable contract,
28 ~~to the administrator. If the board of directors decides to~~
29 ~~terminate the administrator's contract, the board shall follow~~
30 the procedures in this section.

31 4. Administrators employed in a school district for
32 less than ~~three~~ two consecutive years are probationary
33 administrators. However, a school board may waive the
34 probationary period for any administrator who has previously
35 served a probationary period in another school district and

1 the school board may extend the probationary period for an
2 additional year with the consent of the administrator. If a
3 school board determines that it should terminate a probationary
4 administrator's contract, the school board shall notify the
5 administrator not later than May 15 that the contract will not
6 be renewed beyond the current year. The notice shall be in
7 writing by letter, personally delivered, or mailed by certified
8 mail. The notification shall be complete when received by the
9 administrator. Within ten days after receiving the notice, the
10 administrator may request a private conference with the school
11 board to discuss the reasons for termination. The school
12 board's decision to terminate a probationary administrator's
13 contract shall be final unless the termination was based upon
14 an alleged violation of a constitutionally guaranteed right of
15 the administrator.

16 Sec. _____. Section 279.24, subsection 5, paragraphs c, d, e,
17 f, g, and h, Code 2022, are amended to read as follows:

18 c. Within five days after receipt of the written notice
19 that the school board has voted to consider termination of
20 the contract, the administrator may request ~~a private hearing~~
21 in writing to the secretary of the school board. ~~The board~~
22 ~~shall then forward~~ that the notification be forwarded to the
23 board of educational examiners along with a request that the
24 board of educational examiners submit a list of five qualified
25 administrative law judges to the parties. Within three
26 days from receipt of the list the parties shall select an
27 administrative law judge by alternately removing a name from
28 the list until only one name remains. The person whose name
29 remains shall be the administrative law judge. The parties
30 shall determine by lot which party shall remove the first
31 name from the list. The ~~private~~ hearing shall be held no
32 sooner than ~~twenty~~ ten days and not later than ~~forty~~ thirty
33 days following the administrator's request unless the parties
34 otherwise agree. If the administrator does not request a
35 ~~private~~ hearing, the school board, not later than May 31, may

1 determine the continuance or discontinuance of the contract
2 and, if the board determines to continue the administrator's
3 contract, whether to suspend the administrator with or without
4 pay for a period specified by the board. School board action
5 shall be by majority roll call vote entered on the minutes of
6 the meeting. Notice of school board action shall be personally
7 delivered or mailed to the administrator.

8 *d.* The administrative law judge selected shall notify
9 the secretary of the school board and the administrator in
10 writing concerning the date, time, and location of the ~~private~~
11 hearing. The school board may be represented by a legal
12 representative, if any, and the administrator shall appear and
13 may be represented by counsel or by representative, if any.
14 ~~Any witnesses for the parties at the private hearing shall be~~
15 ~~sequestered.~~ A transcript or recording shall be made of the
16 proceedings at the ~~private~~ hearing. A school board member or
17 administrator is not liable for any damage to an administrator
18 or school board member if a statement made at the ~~private~~
19 hearing is determined to be erroneous as long as the statement
20 was made in good faith.

21 *e.* The administrative law judge shall, within ten days
22 following the date of the ~~private~~ hearing, make a proposed
23 decision as to whether or not the administrator should be
24 dismissed, and shall give a copy of the proposed decision to
25 the administrator and the school board. Findings of fact shall
26 be prepared by the administrative law judge. The proposed
27 decision of the administrative law judge shall become the final
28 decision of the school board unless within ~~thirty~~ ten days
29 after the filing of the decision the administrator files a
30 written notice of appeal with the school board, or the school
31 board on its own motion determines to review the decision.

32 *f.* If the administrator appeals to the school board, or if
33 the school board determines on its own motion to review the
34 proposed decision of the administrative law judge, a private
35 hearing shall be held before the school board within ~~ten~~ five

1 days after the petition for review, or motion for review, has
2 been made or at such other time as the parties agree. The
3 private hearing is not subject to [chapter 21](#). The school board
4 may hear the case de novo upon the record as submitted before
5 the administrative law judge. In cases where there is an
6 appeal from a proposed decision or where a proposed decision
7 is reviewed on motion of the school board, an opportunity
8 shall be afforded to each party to file exceptions, present
9 briefs, and present oral arguments to the school board which
10 is to render the final decision. The secretary of the school
11 board shall give the administrator written notice of the time,
12 place, and date of the ~~private~~ hearing. The school board shall
13 meet within five days after the ~~private~~ hearing to determine
14 the question of continuance or discontinuance of the contract
15 and, if the board determines to continue the administrator's
16 contract, whether to suspend the administrator with or
17 without pay for a period specified by the board ~~or issue the~~
18 ~~administrator a one-year, nonrenewable contract~~. The school
19 board shall make findings of fact which shall be based solely
20 on the evidence in the record and on matters officially noticed
21 in the record.

22 *g.* The decision of the school board shall be in writing
23 and shall include finding of fact and conclusions of law,
24 separately stated. Findings of fact, if set forth in statutory
25 language, shall be accompanied by a concise and explicit
26 statement of the underlying facts supporting the findings.
27 Each conclusion of law shall be supported by cited authority
28 or by reasoned opinion.

29 *h.* When the school board has reached a decision, opinion,
30 or conclusion, it shall convene in open meeting and by roll
31 call vote determine the continuance or discontinuance of
32 the administrator's contract and, if the board votes to
33 continue the administrator's contract, whether to suspend the
34 administrator with or without pay for a period specified by
35 the board ~~or issue the administrator a one-year, nonrenewable~~

1 ~~contract.~~ The record of the private hearing conference and
2 ~~written decision of the board~~ findings of fact and exceptions
3 shall be exempt from the provisions of **chapter 22**. The
4 secretary of the school board shall immediately personally
5 deliver or mail notice of the school board's action to the
6 administrator.

7 Sec. _____. Section 279.27, Code 2022, is amended to read as
8 follows:

9 **279.27 Discharge of teacher.**

10 ~~1.~~ A teacher may be discharged at any time during the
11 contract year for just cause. The superintendent or the
12 superintendent's designee, shall notify the teacher immediately
13 that the superintendent will recommend in writing to the board
14 at a regular or special meeting of the board held not more
15 than fifteen days after notification has been given to the
16 teacher that the teacher's continuing contract be terminated
17 effective immediately following a decision of the board.
18 The procedure for dismissal shall be as provided in section
19 279.15, subsection 2, and **sections 279.16 through 279.19**. The
20 superintendent may suspend a teacher under **this section** pending
21 hearing and determination by the board.

22 ~~2. For purposes of **this section**, "just cause" includes~~
23 ~~but is not limited to a violation of the code of professional~~
24 ~~conduct and ethics of the board of educational examiners if~~
25 ~~the board has taken disciplinary action against a teacher,~~
26 ~~during the six months following issuance by the board of a~~
27 ~~final written decision and finding of fact after a disciplinary~~
28 ~~proceeding.~~

29 Sec. _____. Section 284.3, subsection 2, Code 2022, is amended
30 to read as follows:

31 2. A school board shall provide for the following:

32 a. For purposes of comprehensive evaluations, standards
33 and criteria which measure a beginning teacher's performance
34 against the Iowa teaching standards specified in **subsection 1**,
35 and the criteria for the Iowa teaching standards developed by

1 the department in accordance with [section 256.9](#), to determine
2 whether the teacher's practice meets the requirements specified
3 for a career teacher. These standards and criteria shall be
4 set forth in an instrument provided by the department. The
5 comprehensive evaluation and instrument are not subject to
6 negotiations or grievance procedures pursuant to [chapter 20](#) or
7 determinations made by the board of directors under section
8 279.14. A local school board and its certified bargaining
9 representative may negotiate, pursuant to chapter 20,
10 evaluation and grievance procedures for beginning teachers that
11 are not in conflict with this chapter. If, in accordance with
12 section 279.19, a beginning teacher appeals the determination
13 of a school board to an adjudicator under section 279.17, the
14 adjudicator selected shall have successfully completed training
15 related to the Iowa teacher standards, the criteria adopted
16 by the state board in accordance with subsection 3, and any
17 additional training required under rules adopted by the public
18 employment relations board in cooperation with the state board.

19 *b.* For purposes of performance reviews for teachers other
20 than beginning teachers, evaluations that contain, at a
21 minimum, the Iowa teaching standards specified in subsection
22 1, as well as the criteria for the Iowa teaching standards
23 developed by the department in accordance with section
24 256.9, subsection 42. A local school board and its certified
25 bargaining representative may negotiate, pursuant to chapter
26 20, additional teaching standards and criteria. A local
27 school board and its certified bargaining representative shall
28 negotiate, pursuant to chapter 20, evaluation and grievance
29 procedures for teachers other than beginning teachers that are
30 not in conflict with this chapter.

31 Sec. _____. Section 284.4, subsection 1, paragraph b,
32 subparagraphs (2) and (5), Code 2022, are amended to read as
33 follows:

34 (2) Monitor the evaluation requirements of [this chapter](#)
35 to ensure evaluations are conducted in a fair and consistent

1 manner throughout the school district or agency. ~~The committee~~
2 ~~shall~~ In addition to any negotiated evaluation procedures,
3 develop model evidence for the Iowa teaching standards and
4 criteria. The model evidence will minimize paperwork and focus
5 on teacher improvement. The model evidence will determine
6 which standards and criteria can be met with observation and
7 which evidence meets multiple standards and criteria.

8 (5) ~~Determine~~ Ensure the agreement negotiated pursuant to
9 chapter 20 determines the compensation for teachers on the
10 committee for work responsibilities required beyond the normal
11 work day.

12 Sec. _____. Section 284.8, subsections 2 and 3, Code 2022, are
13 amended to read as follows:

14 2. If a supervisor or an evaluator determines, at any time,
15 as a result of a teacher's performance that the teacher is not
16 meeting district expectations under the Iowa teaching standards
17 specified in [section 284.3, subsection 1](#), paragraphs "a"
18 through "h", ~~and~~ the criteria for the Iowa teaching standards
19 developed by the department in accordance with section 256.9,
20 subsection 42, and any other standards or criteria established
21 in the collective bargaining agreement, the evaluator shall,
22 at the direction of the teacher's supervisor, recommend to
23 the district that the teacher participate in an intensive
24 assistance program. The intensive assistance program and its
25 implementation are ~~not~~ subject to negotiation and grievance
26 procedures established pursuant to [chapter 20](#). All school
27 districts shall be prepared to offer an intensive assistance
28 program.

29 3. A teacher who is not meeting the applicable standards and
30 criteria based on a determination made pursuant to [subsection 2](#)
31 shall participate in an intensive assistance program. ~~However,~~
32 ~~a teacher who has previously participated in an intensive~~
33 ~~assistance program relating to particular Iowa teaching~~
34 ~~standards or criteria shall not be entitled to participate~~
35 ~~in another intensive assistance program relating to the same~~

1 ~~standards or criteria and shall be subject to the provisions of~~
2 ~~subsection 4.~~

3 Sec. _____. Section 284.8, Code 2022, is amended by adding the
4 following new subsection:

5 NEW SUBSECTION. 2A. If a teacher is denied advancement
6 to the career II or advanced teacher level based upon a
7 performance review, the teacher may appeal the decision to an
8 adjudicator under the process established under section 279.17.
9 However, the decision of the adjudicator is final.

10 Sec. _____. Section 284.8, subsection 4, Code 2022, is amended
11 by striking the subsection.

12 Sec. _____. EFFECTIVE DATE. This division of this Act, being
13 deemed of immediate importance, takes effect upon enactment.

14 Sec. _____. APPLICABILITY. This division of this Act applies
15 to employment contracts of school employees entered into
16 pursuant to chapter 279 on and after the effective date of
17 this division of this Act. This division of this Act does
18 not apply to collective bargaining agreements which have been
19 ratified in a ratification election referred to in section
20 20.17, subsection 4, for which an arbitrator has made a final
21 determination as described in section 20.22, subsection 11,
22 or which have become effective, where such events occurred
23 before the effective date of this division of this Act. This
24 division of this Act applies to all collective bargaining
25 procedures provided for in chapter 20 occurring on and after
26 the effective date of this division of this Act and collective
27 bargaining agreements pursuant to chapter 20 for which a
28 ratification election referred to in section 20.17, subsection
29 4, is held, for which an arbitrator makes a final determination
30 as described in section 20.22, subsection 11, or which become
31 effective on or after the effective date of this division of
32 this Act.

33

DIVISION ____

34

PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

35

Sec. _____. Section 22.7, subsection 11, paragraph a,

1 subparagraph (5), Code 2022, is amended to read as follows:

2 (5) The fact that the individual ~~resigned in lieu of~~
3 ~~termination, was discharged, or was demoted~~ as the result of
4 a final disciplinary action, ~~and the documented reasons and~~
5 ~~rationale for the resignation in lieu of termination, the~~
6 ~~discharge, or the demotion. For purposes of this subparagraph,~~
7 ~~"demoted" and "demotion" mean a change of an employee from~~
8 ~~a position in a given classification to a position in a~~
9 ~~classification having a lower pay grade upon the exhaustion of~~
10 all applicable contractual, legal, and statutory remedies.

11 Sec. _____. REPEAL. Sections 22.13A and 22.15, Code 2022,
12 are repealed.

13 Sec. _____. EFFECTIVE DATE. This division of this Act, being
14 deemed of immediate importance, takes effect upon enactment.

15 Sec. _____. APPLICABILITY. This division of this Act applies
16 to requests for records pursuant to chapter 22 submitted on or
17 after the effective date of this division of this Act.

18 DIVISION _____

19 CITY CIVIL SERVICE REQUIREMENTS

20 Sec. _____. Section 400.12, subsection 4, Code 2022, is
21 amended by striking the subsection.

22 Sec. _____. Section 400.17, subsection 4, Code 2022, is
23 amended to read as follows:

24 4. A person shall not be appointed, denied appointment,
25 promoted, ~~removed,~~ discharged, ~~suspended,~~ or demoted to or
26 from a civil service position or in any other way favored or
27 discriminated against in that position because of political
28 or religious opinions or affiliations, race, national origin,
29 sex, or age, or in retaliation for the exercise of any right
30 enumerated in [this chapter](#). However, the maximum age for a
31 police officer or fire fighter covered by [this chapter](#) and
32 employed for police duty or the duty of fighting fires is
33 sixty-five years of age.

34 Sec. _____. Section 400.18, Code 2022, is amended by striking
35 the section and inserting in lieu thereof the following:

1 **400.18 Removal, demotion, or suspension.**

2 1. A person holding civil service rights as provided in
3 this chapter shall not be removed, demoted, or suspended
4 arbitrarily, except as otherwise provided in this chapter, but
5 may be removed, demoted, or suspended after a hearing by a
6 majority vote of the civil service commission, for neglect of
7 duty, disobedience, misconduct, or failure to properly perform
8 the person's duties.

9 2. The party alleging neglect of duty, disobedience,
10 misconduct, or failure to properly perform a duty shall have
11 the burden of proof.

12 3. A person subject to a hearing has the right to be
13 represented by counsel at the person's expense or by the
14 person's authorized collective bargaining representative.

15 Sec. _____. Section 400.19, Code 2022, is amended to read as
16 follows:

17 **400.19 ~~Removal, or discharge, demotion, or suspension of~~**
18 **subordinates.**

19 The person having the appointing power as provided in
20 this chapter, or the chief of police or chief of the fire
21 department, ~~may, upon presentation of grounds for such action~~
22 ~~to the subordinate in writing, peremptorily remove, discharge,~~
23 ~~demote, or suspend, demote, or discharge~~ a subordinate then
24 under the person's or chief's direction ~~due to any act or~~
25 ~~failure to act by the employee that is in contravention of law,~~
26 ~~city policies, or standard operating procedures, or that in~~
27 ~~the judgment of the person or chief is sufficient to show that~~
28 ~~the employee is unsuitable or unfit for employment~~ for neglect
29 of duty, disobedience of orders, misconduct, or failure to
30 properly perform the subordinate's duties.

31 Sec. _____. Section 400.20, Code 2022, is amended to read as
32 follows:

33 **400.20 Appeal.**

34 The ~~removal, discharge~~ suspension, demotion, or ~~suspension~~
35 discharge of a person holding civil service rights may be

1 appealed to the civil service commission within fourteen
2 calendar days after the ~~removal, discharge~~ suspension,
3 demotion, or ~~suspension~~ discharge.

4 Sec. _____. Section 400.21, Code 2022, is amended to read as
5 follows:

6 **400.21 Notice of appeal.**

7 If the appeal be taken by the person ~~removed, discharged~~
8 suspended, demoted, or ~~suspended~~ discharged, notice of the
9 appeal, signed by the appellant and specifying the ruling
10 appealed from, shall be filed with the clerk of the commission.
11 If the appeal is taken by the person making such ~~removal,~~
12 ~~discharge~~ suspension, demotion, or ~~suspension~~ discharge, such
13 notice shall also be served upon the person ~~removed, discharged~~
14 suspended, demoted, or ~~suspended~~ discharged.

15 Sec. _____. Section 400.22, Code 2022, is amended to read as
16 follows:

17 **400.22 Charges.**

18 Within fourteen calendar days from the service of the notice
19 of appeal, the person or body making the ruling appealed
20 from shall file with the body to which the appeal is taken a
21 written specification of the charges and grounds upon which the
22 ruling was based. If the charges are not filed, the person
23 ~~removed, suspended or discharged, demoted, or suspended~~ may
24 present the matter to the body to whom the appeal is to be
25 taken by affidavit, setting forth the facts, and the body to
26 whom the appeal is to be taken shall immediately enter an
27 order reinstating the person ~~removed, suspended or discharged,~~
28 ~~demoted, or suspended~~ for want of prosecution.

29 Sec. _____. Section 400.27, subsection 3, Code 2022, is
30 amended to read as follows:

31 3. The city or any civil service employee shall have a
32 right to appeal to the district court from the final ruling or
33 decision of the civil service commission. The appeal shall be
34 taken within thirty days from the filing of the formal decision
35 of the commission. The district court of the county in which

1 the city is located shall have full jurisdiction of the appeal.
2 ~~The scope of review for the appeal shall be limited to de novo~~
3 ~~appellate review without a trial or additional evidence~~ The
4 appeal shall be a trial de novo as an equitable action in the
5 district court.

6 Sec. _____. Section 400.28, Code 2022, is amended by striking
7 the section and inserting in lieu thereof the following:

8 **400.28 Employees — number diminished.**

9 1. When the public interest requires a diminution of
10 employees in a classification or grade under civil service,
11 the city council, acting in good faith, may do either of the
12 following:

13 a. Abolish the office and remove the employee from the
14 employee's classification or grade thereunder.

15 b. Reduce the number of employees in any classification or
16 grade by suspending the necessary number.

17 2. In case it thus becomes necessary to so remove or suspend
18 any such employees, the persons so removed or suspended shall
19 be those having seniority of the shortest duration in the
20 classifications or grades affected, and such seniority shall be
21 computed as provided in section 400.12 for all persons holding
22 seniority in the classification or grade affected, regardless
23 of their seniority in any other classification or grade, but
24 any such employee so removed from any classification or grade
25 shall revert to the employee's seniority in the next lower
26 grade or classification; if such seniority is equal, then the
27 one less efficient and competent as determined by the person or
28 body having the appointing power shall be the one affected.

29 3. In case of removal or suspension, the civil service
30 commission shall issue to each person affected one certificate
31 showing the person's comparative seniority or length of service
32 in each of the classifications or grades from which the person
33 is so removed and the fact that the person has been honorably
34 removed. The certificate shall also list each classification
35 or grade in which the person was previously employed. The

1 person's name shall be carried for a period of not less than
2 three years after the suspension or removal on a preferred list
3 and appointments or promotions made during that period to the
4 person's former duties in the classification or grade shall
5 be made in the order of greater seniority from the preferred
6 lists.

7 Sec. _____. SENIORITY RIGHTS REESTABLISHED. The seniority
8 rights of any civil service employee extinguished pursuant
9 to section 400.12, subsection 4, Code 2022, are hereby
10 reestablished, including accrual of seniority during the period
11 of extinguishment.

12 Sec. _____. EFFECTIVE DATE. This division of this Act, being
13 deemed of immediate importance, takes effect upon enactment.

14 Sec. _____. APPLICABILITY. This division of this Act applies
15 to employment actions taken on or after the effective date of
16 this division of this Act.

17 DIVISION ____

18 HEALTH INSURANCE MATTERS

19 Sec. _____. REPEAL. Section 70A.41, Code 2022, is repealed.

20 Sec. _____. EFFECTIVE DATE. This division of this Act, being
21 deemed of immediate importance, takes effect upon enactment.>

22 3. Page 2, by striking lines 5 and 6 and inserting <Act
23 relating to specified economic employment matters, and
24 including effective date and applicability provisions.>

25 4. By renumbering as necessary.

HUNTER of Polk